

ARTICLE 2

DEFINITIONS

- 2.1 Appropriate Administrator - The term "appropriate administrator" as used in this Agreement refers to the immediate non-bargaining unit supervisory or management person to whom the employee is accountable, or who has been designated to respond to a grievance or appeal. Unit 4 employees cannot be 'managerial employees' as defined in 3562 (k) of HEERA, or "supervisory employees" as defined in subsection 3580.3 of the Act. The requirement that the appropriate administrator be the "immediate non-bargaining unit supervisory or management person" means that one Unit 4 employee cannot act as the appropriate administrator in respect of another Unit 4 employee, or group of Unit 4 employees.
- 2.2 Bargaining Unit - The term "bargaining unit" as used in this Agreement refers to the bargaining unit defined in Article 1, Recognition.
- 2.3 Calendar Year - The term "calendar year" as used in this Agreement refers to the period of time from January 1 through December 31.
- 2.4 Campus - The term "campus" as used in this Agreement refers to one university and all its facilities which is a member institution of The California State University. The term "campus" shall also refer to the Office of the Chancellor, when appropriate.
- 2.5 Chancellor - The term "Chancellor" as used in this Agreement refers to the chief executive officer of the CSU or his/her designee.
- 2.6 CSU - The term "CSU" as used in this Agreement refers collectively to the Trustees, the Office of the Chancellor, and the universities.
- 2.7 Day - The term "day" as used in this Agreement refers to a calendar day. The time in which an act provided by this Agreement is to be done is computed by excluding the first day and including the last day, unless the last day is a holiday or other day on which the Employer is not regularly open for business, and then it is also excluded. Deadlines for an act provided by this Agreement may be extended by mutual agreement of the parties.
- 2.8 Employee - The term "employee," except as defined elsewhere in this Agreement, refers to a bargaining unit member who is a full-time employee, a part-time employee, a probationary employee, a permanent employee, or a temporary employee.

- 2.9 Employer - The term "Employer" as used in this Agreement refers to the Trustees, the Chancellor, the Presidents, or their designees as they may act on behalf of the Employer.
- 2.10 Emergency Temporary Position – The term emergency temporary position shall refer to a position that is required to be filled while the campus conducts a competitive search to fill the vacant position. A person appointed into an emergency temporary position must meet the minimum qualifications for the position. Emergency temporary positions shall not exceed one hundred twenty (120) days, and campuses may not make consecutive/recurring emergency temporary appointments for the same vacant emergency temporary position.
- 2.11 Fiscal Year - The term "fiscal year" as used in this Agreement refers to the period of time from July 1 through June 30.
- 2.12 Full-Time Employee - The term "full-time employee" as used in this Agreement refers to a bargaining unit employee who is serving in a full-time appointment.
- 2.13 Hours Worked - The term "hours worked" as used in this Agreement refers to all time that an employee is required to be on duty, or on the Employer's premises, or at a prescribed workplace for the Employer, and all times during which the employee is suffered or permitted to work for the Employer.
- 2.14 Intermittent Employees – The term “intermittent employee” as used in this agreement refers to employees appointed for a specified period of time to do bargaining unit work on an as needed hourly basis and are paid only for hours worked.
- 2.15 Parties - The term "parties" as used in this Agreement refers to the CSU and the Academic Professionals of California.
- 2.16 Part-Time Employee - The term "part-time employee" as used in this Agreement refers to a bargaining unit employee who is serving in less than a full-time appointment.
- 2.17 Pay Status - The term "pay status" as used in Article 33, Layoff, of this Agreement refers to the time an employee: is in actual work status; is using authorized paid vacation, CTO, or sick leave; or is on a leave of absence for which seniority credit has been authorized.
- 2.18 Permanent Employee - The term "permanent employee" as used in this Agreement refers to a bargaining unit employee who has been awarded permanent status.

- 2.19 President - The term "President" as used in this Agreement refers to the chief executive officer of a university or his/her designee. The term "President" shall also refer to the Chancellor or his/her designee, when appropriate.
- 2.20 Probationary Employee - The term "probationary employee" as used in this Agreement refers to a full-time bargaining unit employee who has received a probationary appointment and is serving a period of probation.
- 2.21 Temporary Employee - The term "temporary employee" as used in this Agreement refers to a bargaining unit employee who is serving in a temporary appointment for a specified period of time.
- 2.22 Substitute Temporary Position – The term "substitute temporary position" shall refer to a temporary appointment of more than thirty (30) days to replace a Unit 4 employee who is temporarily absent on a leave of absence. A person appointed into a substitute temporary position must meet the minimum qualifications for the position. Substitute temporary positions shall not exceed one hundred eighty (180) days, or the date on which the incumbent employee returns from leave, whichever is less. Campuses may not make consecutive/recurring substitute temporary appointments for the same substitute temporary position vacancy.
- 2.23 Trustees - The term "Trustees" as used in this Agreement refers to the Board of Trustees of the CSU.
- 2.24 Union - The term "Union" as used in this Agreement refers to the Academic Professionals of California.
- 2.25 Union Representative - The term "Union Representative" as used in this Agreement refers to a bargaining unit member or union officer or staff member who has been officially designated in writing as a Union Representative.
- 2.26 Workday - The term "workday" as used in this Agreement refers to the hours an employee is scheduled for work on any one (1) calendar day.